

**STATE OF LOUISIANA
SOUTHEASTERN LOUISIANA UNIVERSITY
HAMMOND, LOUISIANA
(A Member of the University of Louisiana System)**

**REQUEST FOR PROPOSAL
TO
FURNISH DVD KIOSK
AT THE WAR MEMORIAL STUDENT UNION
FOR THE STUDENT UNION DEPARTMENT**

ISSUING AGENCY: Southeastern Louisiana University
Purchasing Department
SLU 10800
Hammond, LA 70402

DIRECTOR OF PURCHASING: Ed Gautier

ASST. DIR. OF PURCHASING: Richard Himber
Ph: (985) 549-5322
Fx: (985) 549-3810

CONTRACT COORDINATOR: Jonathan Ambrose
Ph: (985) 549-2041
Fx: (985) 549-5647

RFP RELEASE DATE: February 22, 2010

ON-SITE INSPECTION: By Appointment with Contract Coordinator

RFP OPENING DATE: March 15, 2010

RFP OPENING TIME: 2:00 p.m., Central Time

RFP OPENING LOCATION: Southeastern Louisiana University
Purchasing Department
Property Control & Supply Building
2400 North Oak Street
Hammond, LA

THIS SOLICITATION IS A SEALED PROPOSAL AND MUST BE RETURNED BY MAIL OR DELIVERED IN PERSON. PROPOSAL RESPONSE FORMS CANNOT BE FAXED AND ANY FAX RESPONSES SHALL BE REJECTED.

This Request for Proposal is available in electronic form at <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp> It is available in PDF format or in printed form by submitting a written request to the Procurement Specialist listed above. It is the proposer's responsibility to check the Office of State Purchasing LaPAC website frequently for any possible addenda that may be issued. The Office of State Purchasing is not responsible for a proposer's failure to download any addenda documents required to complete a proposal.

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INSTRUCTIONS TO PROPOSERS

PURPOSE

This Request For Proposal (RFP) sets forth the requirements and specifications of Southeastern Louisiana University / SLU / University. The contents of this RFP and the Proposer / Vendor / Contractor's proposal response shall become contractual obligations if a contract ensues. The proposal and any resulting contract shall be governed under the laws of the State of Louisiana.

GOVERNING PROPOSAL REGULATIONS

This contract will not involve the expenditure of funds by the University. However, due to the use of University facilities and resources that may be expended for the purpose of this contract, the LA Procurement Code - LRS 39:1551, et seq., and the LA Administrative Code - LAC 34:I.301, et seq, shall apply to this solicitation.

PROPOSAL RESPONSE FORM

All proposals shall include the proposal response forms provided in the RFP. The proposal response form for signature must be properly signed in ink by an officer of the proposing entity authorized to sign the proposal. Proposal prices shall be typewritten or in ink. Any alterations of the proposal response form or foreign conditions attached thereto may cause rejection of the proposal.

CORRECTION OF MISTAKES

Erasures, write-overs, corrections or other changes in the proposal are to be initialed by the Proposer. Failure to do so may result in rejection of the proposal without further consideration.

NUMBER OF COPIES

The entire RFP shall NOT be required to be returned with the proposal response. The Proposer shall submit one (1) originally signed proposal response form with any required information and the Proposer should submit one (1) photocopy of the original proposal response. The Proposer shall be responsible for duplicating and retaining any proposal forms and responses for personal record.

REJECTION OF PROPOSALS

The University reserves the right to reject any and all proposals, and to waive any informalities. The right is reserved to award contracts separately, grouped, or on an all-or-none basis. Incomplete, illegible, partial or informal proposals may be rejected.

SEALED PROPOSAL

The entire proposal shall be sealed. All proposals should be submitted in the special proposal envelope furnished for that purpose. Proposals submitted in other than the special proposal envelope should be sufficiently identified to avoid premature opening of the proposal response. The name

and address of the Proposer should appear on the outside of the proposal envelope. In the event the proposal contains bulky subject material, the special proposal envelope or other form identifying the solicitation should be firmly affixed to the mailing envelope or container.

PROPOSALS BINDING

All formal proposals shall be binding for a minimum of (60) calendar days and shall not be withdrawn after the specified return date.

PROPOSAL CONFIDENTIALITY

All proposal responses shall become a matter of public record at time of proposal award unless otherwise exempted under the Louisiana Public Records Law. By submitting a proposal response, proposer assumes all risks and liability associated with information marked confidential in the proposal and the release of the information. However, the University will endeavor to protect from public access and review any trade secrets and/or financial information designated as confidential by the proposer and specifically requested in response to the RFP.

PROPOSALS DUE

Proposers shall be responsible for the timely delivery of the proposal by the RFP return deadline. Proposals received after the specified time and date will not be considered, whether delayed in the mail or for any other causes whatsoever.

Proposal response may be withdrawn by the Proposer upon written or fax request prior to the designated time for return of proposals. Withdrawal notification must be by signature and received by the SLU Purchasing Department prior to the designated deadline for return of proposals.

DELIVERY OF PROPOSALS

Each proposal response shall be time recorded upon its delivery by Purchasing Department personnel. The Proposer or its agent may hand deliver the proposal and the deliverer should request a written receipt of its delivery. Or the Proposer may deliver the proposal by an express carrier securing the signature of the person accepting delivery. Or the Proposer may mail the proposal by registered or certified mail return receipt requested.

The address for mailing proposals: Southeastern Louisiana University
Purchasing Department
SLU 10800
Hammond, LA 70402

For hand delivered or express proposals: Southeastern Louisiana University
Purchasing Department
Property Control & Supply Building
2400 North Oak Street
Hammond, Louisiana 70402

PROPOSER INQUIRIES

No negotiations, decisions or actions shall be executed by any Proposer as a result of any oral discussion with any state employee. Only those transactions which are in writing, signed by the Director of Purchasing in addendum form, shall be considered as valid. Telephone inquiries are discouraged.

Inquiries concerning the administrative requirements of the RFP shall be submitted in writing and faxed to the Director of Purchasing.

Inquiries concerning the specification requirements of the RFP shall be submitted in writing and faxed to the Contract Coordinator with a copy faxed to the Director of Purchasing.

Inquiries shall be in written form and signed by the inquirer, and received no later than the time and date designated herein. Answers to inquiries that change or substantially clarify the RFP shall be issued in the form of addendum to all known to have received a complete set of documents.

PROPOSAL COST INCURRED

This solicitation does not commit the University to award a contract and the University shall not be responsible for any costs incurred by any Proposer in the preparation of any proposal.

TAXES

The Contractor shall pay when due all taxes and assessment applicable to the Contractor. The Contractor shall comply with the provisions of the applicable statutes and the regulations of the applicable taxation authority.

ON-SITE INSPECTION

An on-site inspection should be performed by each Proposer to thoroughly familiarize the Proposer with the difficulties and restrictions in accomplishing the Contract. Failure to do so shall not relieve the successful Proposer from the necessity of furnishing, installing or providing (without any additional cost to the University) any equipment, materials or labor that may be required to comply with the intent of the Contract. Proposers are requested to inform the Contract Coordinator by telephone of their intention to inspect the campus at least twenty-four (24) hours prior to their desired visit.

QUALIFICATION OF PROPOSER

The University reserves the right to make inquiries and investigations as it deems necessary to determine the responsibility of any Proposer to perform the services. The Proposer shall furnish all information and data for this purpose as the University may request. The unreasonable failure of any Proposer to promptly supply information in connection with an inquiry may be grounds for nonresponsibility.

STANDARD TERMS & CONDITIONS

ACCESS TO RECORDS

The Contractor agrees that the University and the Legislative Auditor of the State of Louisiana shall have access to, and the right to audit and examine, any pertinent books, documents, papers, and records of the Contractor related to this solicitation and any resulting contract.

ACCIDENTS

The Contractor agrees that in the event of any accident of any kind and degree, the Contractor will immediately notify the University's Campus Police Department (985-549-2222) and thereafter furnish a full written report of such accident.

ASSIGNMENT

The contract or any portion thereof or any interest therein shall not be assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the University. Any attempted assignment under the contract shall be void and of no effect.

CONTRACT AGREEMENT

The Contract, and any properly executed amendment thereto, the Request for Proposal and the Contractor's proposal response shall constitute the entire agreement between the parties and shall supersede all prior oral or written agreements or understandings.

The Contractor shall execute a contract with the University, in the form prescribed herein by the University, no later than the expiration period for furnishing verification of insurance coverage.

The Contract shall not be modified, altered, or changed except by mutual agreement amended in writing by the authorized representative of each party to the Contract.

EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall be an equal employment opportunity employer. The Contractor shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the grounds of race, color, religion, national origin, sex or sexual orientation in any manner prohibited by law.

FORCE MAJEURE

Both parties agree that, if by reason of strike or other labor disputes, civil disorders, inclement weather, acts of God, or other unavoidable cause, either party is unable to entirely perform its obligations, such performance shall not be considered a breach of the contract.

GOVERNING LAW

The contract, and all matters or issues related to it, shall be governed by and shall be in accordance with the laws of the State of Louisiana.

If any provision of the contract, as applied to either party or to any circumstance, shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of the contract or the validity or enforceability of the contract.

INDEMNIFICATION AGREEMENT (HOLD HARMLESS)

The Contractor agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the Contractor, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by Contractor as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

INDEPENDENT CONTRACTOR

All of the Contractor's employees furnishing or performing services under the contract shall be deemed employees solely of the Contractor and shall not be deemed for any purposes whatsoever employees or agents of, acting for or on behalf of, the University. The Contractor shall perform all services as an independent Contractor and shall discharge all its liabilities as such. No acts performed or representations made, whether oral or written, by the Contractor with respect to third parties shall be binding on the University.

INSPECTION OF FACILITIES

The Contractor should visit the site of the proposed service, inspect the site, utilities, equipment and particularly familiarize himself with the difficulties and restrictions regarding the execution of the proposed service. No additional allowance shall be granted to any Contractor because of lack of knowledge of conditions.

INSURANCE

The Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Contract hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's proposal. See specific requirements regarding insurance

elsewhere in the RFP.

The insurance afforded by this policy shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail return receipt requested has been given to the University.

LAWS

The Contractor shall comply with all applicable laws, ordinances, and regulations of the local, state, and federal government in the performance of the contract.

The Contractor shall be responsible for strict compliance with all applicable local, state and federal laws concerning fair employment, minimum wage and equal opportunity practices.

LIENS

The Contractor shall at all times keep the University free and clear from all liens asserted by any person, firm, or corporation for any reason whatsoever, arising from the furnishing of services (whether for services, work, labor performed, or materials or equipment purchased) by the Contractor pursuant to the terms of the contract. If any such lien shall at any time be filed against the University's premises in connection with the contract and the Contractor shall fail to cause such lien to be removed or discharged (by payment or bond or otherwise) within ten (10) calendar days after being notified of the filing of such lien, then the University may, without prejudice to any right or remedy available to the University, contact the surety or insurance company furnishing the performance guaranty and demand the lien be removed or discharged (by payment or bond or otherwise). The Contractor and its surety or insurance company shall be held liable for all costs and expenses (including attorney's fees) incurred by the University in resolving said lien.

NON-EXCLUSIVE AGREEMENT

The University reserves the right to purchase or receive services within the scope of the contract determined by the University to be within its best interests.

NOTICES

Any notice required under the contract shall be in writing and may either be given by personal delivery or sent by registered or certified mail to the other party. Notification to the Contractor shall be to the last known address on file with the University, unless otherwise amended in the contract. Notification to the University shall be to Southeastern Louisiana University, Purchasing Department, SLU 10800, Hammond, LA 70402.

PERMITS AND LICENSES

The Contractor shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for performance under the contract, and the Contractor shall post or display in a prominent place such permits and/or notices as are required by law.

PERSONNEL

The Contractor agrees that, at all times, the employees of the Contractor furnishing or performing services under the contract shall do so in a proper, workmanlike, and dignified manner.

PRESENCE ON UNIVERSITY PREMISES

The Contractor agrees that all persons working for or on behalf of the Contractor whose duties bring them upon the University's premises shall obey all University policies, police security measures and vehicle regulations that are established by the University and shall comply with the reasonable directives of its University representatives and Police Security Officers. The Contractor shall be responsible for the acts of its agents and employees while on the University's premises. Accordingly, the Contractor agrees to take all necessary measures to prevent injury and loss to persons or property located on the University's premises.

The Contractor shall be responsible for all damages to persons or property caused by the Contractor or any of its agents or employees. The Contractor shall promptly repair, to the specifications of the University's Physical Plant Department, any damage that the Contractor, its agents or employees, may cause to the University's premises or equipment.

The Contractor shall not allow any party under 18 years of age or any party that is not on the Contractor's payroll in any facility at anytime.

PUBLICITY

The Contractor shall not in any way or in any form publicize or advertise in any manner the fact that the Contractor is providing services to the University without the express written approval of the Contract Coordinator, obtained in advance, for each item of advertising or publicity. However, nothing herein shall preclude the Contractor from listing the University on its routine client list for matters of reference.

SAFETY

The Contractor, its agents and employees shall practice safe work habits, make safe use of chemicals, and handle safely equipment employed. In addition, the Contractor shall use equipment, signs, barriers, or other devices to protect persons or property, and shall avoid the usage of hazardous materials that are not essential to the performance of the contract.

SECURITY

The University shall have no responsibility for the loss, theft, mysterious disappearance of, or damage to, equipment, tools, materials, supplies, and other personal property of the Contractor, employees or agents, which may be brought or stored on the University campus.

STANDARD OF PERFORMANCE

The Contractor agrees to perform the services specified under the contract with that standard of care, skill, and diligence normally provided by a professional organization in the performance of such services.

SUPERVISION

The Contractor shall provide, at all times, adequate and expert supervision for its agents and employees in the performance of the contract.

SURRENDER OF PREMISES AND EQUIPMENT

On termination or expiration of the contract, the Contractor shall vacate all parts of the University's premises occupied by it and shall restore the premises to the University in the same condition as when originally made available to the Contractor, reasonable wear and use expected. Surrendered premises and equipment shall be left in a clean, orderly state satisfactory to the University.

SURVIVAL

The terms, conditions and representations contained in the contract shall survive the termination or expiration of the contract.

TAXES

The Contractor shall pay when due all taxes or assessments applicable to the Contractor. The Contractor shall comply with the provisions of the applicable statutes and the regulations of the applicable taxation authority.

CREDIT/DEBIT CARD TRANSACTION FEES

The Contractor shall be responsible for all credit/debit card transaction fees.

TERMINATION

If, because of reasons beyond the control of the University (e.g. fire, legislative funding), business operation in any or all of the facilities of the University are interrupted or stopped, then the University shall have the right to terminate or suspend the contract immediately by certified written notice without any penalty thereof.

The University may terminate the contract agreement at its convenience upon thirty (30) days written notice prior to the expiration of the original term or any renewal term(s). Any contract cancellation shall be served by registered or certified mail.

The Contractor may terminate the contract agreement at its convenience upon thirty (30) days written notice prior to the expiration of the original term or any renewal term(s). Any contract cancellation shall be served by registered or certified mail.

In the event of a possible termination for cause, if either party breaches any terms or conditions of the contract, the aggrieved party shall give the other party at least ten (10) calendar days written notification of the alleged breach. The aggrieved party shall set forth the alleged breach and

demand compliance with the contract. Unless within ten (10) calendar days after receiving such notice, the notified party has not contested such alleged breach or such breach has ceased or the notified party has made arrangements to correct the alleged breach, then the aggrieved party may terminate the contract, without prejudice to any right or remedy the aggrieved party may have, by giving written notice. Any contract cancellation shall be served by registered or certified mail.

Termination for cause may be understood to be, but not limited to, failures on the part of the Contractor due to non-payment or repeated late payment of rent, unsatisfactory performance of equipment, failure to provide the equipment as specified or offered, lack of income attributed to poor operation, management, service, etc. If termination is exercised, the Contractor shall remove all equipment and surrender the premises assigned in good condition, ordinary wear and use expected.

Upon termination or expiration of this contract, the contractor shall vacate the premises in the same condition that the premises were in at the time the Contractor accepted the premises, reasonable use and wear excepted. The machinery placed in or upon or affixed to the premises by the contractor must be removed within thirty (30) days of termination. The University at its option, shall retain intact the leasehold improvements, except the ATM equipment, or require the Contractor to remove such leasehold improvements within thirty (30) days of the notification, with repair to the facility at the expense of the contractor. If another Contractor is selected to continue ATM services, both Contractors shall work cooperatively to limit the time ATM services are interrupted.

All of the above termination provisions shall be subject to final negotiation and mutual agreement between the University and Contractor.

USE OF UNIVERSITY'S FACILITIES

The Contractor, its agents and employees shall have the right to use only those facilities of the University that are necessary to perform services under the contract and shall have no right of access to any other facility of the University.

UTILITY SERVICES

The University shall provide, at its own expense, services at existing outlets (electric power and internet) for the convenience of the Contractor. Any modification to existing outlets required or requested by the Contractor shall be at the Contractor's expense. The University shall not be responsible for any loss or delay sustained by the interruption or failure of these utilities for any cause whatsoever.

GUIDELINE FOR BASIS OF SELECTION

The basis of selection shall be as follows:

A. Administrative Requirements

The RFP shall be evaluated for compliance with mandatory administrative requirements (i.e., original signature, sealed proposal, etc). Failure to respond to any administrative requirement may result in rejection of the proposal without further consideration.

B. Proposal Requirements

The RFP shall be evaluated for responsiveness to all requirements outlined in the Proposal Requirements section of the RFP. Failure to respond to all Proposal Requirements may cause rejection of the proposal without further consideration. See Proposal Requirements -Items 1.0 and 2.0.

C. Southeastern will score the proposed monthly rates and percentage of income to be paid Southeastern using scoring specified in the following table:

| Criteria | Maximum Score |
|---------------------------------------|---------------|
| 1. Price of DVD Rental | 50 |
| 2. Monthly Percentage of Gross Income | 50 |
| Total Score | 100 |

1. The proposer with the lowest cost for DVD Rental will receive 50 points. Other proposers will receive a score computed as follows:

$$\text{CPR} = (\text{LPR}/\text{PPR} \times 50)$$

Where:

| | | |
|-----|---|---|
| CPR | = | Computed Price Rental score for Proposer |
| LPR | = | Lowest Price Rental cost of all Proposers |
| PPR | = | Proposer's Price of DVD Rental |

2. The proposer with the highest Monthly Percentage of Gross Income will receive 50 points. Other proposers will receive a score computed as follows:

$$\text{CPI} = (\text{PPI}/\text{HPI} \times 50)$$

Where:

| | | |
|-----|---|---|
| CPI | = | Computed percentage income score for Proposer |
| HPI | = | Highest percentage income of all Proposers |
| PPI | = | Proposer's percentage income |

METHOD OF AWARD

The contract shall be awarded by written notice to the most responsible and responsive Proposer whose proposal meets the requirements and criteria set forth in the RFP. The successful Proposer shall be determined as the Proposer with the highest number of points awarded by Southeastern.

For purposes of award, a total of 100 points shall be used in calculating the point score.

STATE OF LOUISIANA

CONTRACT NO. _____

PARISH OF TANGIPAHOA

SAMPLE CONTRACT

BE IT KNOWN, that SOUTHEASTERN LOUISIANA UNIVERSITY (hereinafter sometimes referred to as "State") and (Contractor's name and legal address)

(hereinafter sometimes referred to as "Contractor") do hereby enter into contract under the following terms and conditions:

CONTRACT DOCUMENTS: The contract documents shall consist of this Contract, the Request For Proposal and the Contractor's proposal response.

CONTRACT ORDER OF PRECEDENCE: In the event of any inconsistent or incompatible provisions, this signed Contract (excluding the RFP and Contractor's proposal) shall take precedence, followed by the provisions of the Request For Proposal, and then by the terms of the Contractor's proposal.

CONTRACT SERVICE: The Contractor shall perform the contract in accordance with the specifications and requirements for a DVD KIOSK at the War Memorial Student Union for the Student Union Department.

CONTRACT SUM: The Contractor agrees to pay the State a monthly space rental fee for the DVD KIOSK location as outlined in the RFP Specifications and Requirements section. In addition, Contractor shall pay the State a monthly percentage of income as outlined in the RFP Specifications and Requirements section.

CONTRACT TIME: All service under this contract shall commence the 1 day of April, 2010, and shall terminate by the 31 day of July, 2011.

GOVERNING LAW: This Contract shall be deemed a contract made in Louisiana and shall be governed by the laws of the State of Louisiana.

COMPLETE CONTRACT: This Contract, and any properly executed amendments thereto, the Request For Proposal and the Contractor's proposal response shall constitute the complete and exclusive agreement between the parties and supersedes all prior oral or written agreements of communications relating to the subject matter of the contract.

ACCEPTANCE: In witness whereof, this Contract is executed the day, month and year signed by the State.

| | |
|--------------------------|--|
| _____ CONTRACTOR NAME | _____ SOUTHEASTERN LOUISIANA UNIVERSITY STATE NAME |
| _____ SIGNATURE | _____ SIGNATURE John L. Crain |
| _____ TITLE | _____ President TITLE |
| _____ DATE | _____ DATE |

INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's proposal.

The Contractor, prior to commencing work, shall provide at his own expense, proof of the following insurance coverage required by the contract to the University in insurance companies authorized in the State of Louisiana. Insurance is to be placed with insurers with an A.M. Best's rating of A-:VI or higher. This rating requirement may be waived for workers' compensation coverage only.

- A. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage.

The insurer shall agree to waive all rights of subrogation against the University, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the University.

- B. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".

The policies are to contain, or be endorsed to contain, that the University, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by and on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor.

- C. An Umbrella Policy may be used to meet minimum requirements.

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written has been given to the University.

Any deductibles or self-insured retentions must be declared to and approved by the University. At the option of the University, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the University, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

The successful Proposer shall be required
to execute the below Indemnification Agreement as part of the RFP
Requirements.

INDEMNIFICATION AGREEMENT

The CONTRACTOR agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of CONTRACTOR, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by CONTRACTOR as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees. CONTRACTOR agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

Contractor Name

Signature

Title

Date Accepted

Is Certificate of Insurance Attached? [] Yes [] No

Contract No. _____ for Southeastern Louisiana University
State Agency Name

PURPOSE OF CONTRACT:

Provide a DVD KIOSK within the War Memorial Student Union for the
Student Union Department.

SPECIFICATIONS AND REQUIREMENTS

Southeastern Louisiana University desires to enter into a contract for the operation and service of a DVD KIOSK within the War Memorial Student Union on the Southeastern Hammond Campus.

Term of Contract:

The Contract shall be for the initial period of April 1, 2010 and ending July 31, 2011. At the option of Southeastern Louisiana University and acceptance by the Contractor, this contract may be extended up to two (2) additional twelve (12) month periods at the same prices and terms.

Location:

The DVD KIOSK will be located in the War Memorial Student Union Post Office Hallway adjacent to the ATM machines. The Contractor shall use the premises of the Student Union for DVD Rental operations only. The University reserves the right to relocate the DVD KIOSK during the term of the contract with notification to the Contractor.

Operating Instructions/Refunds Malfunctions:

All information including permits, licenses and price regulations required to be posted shall be displayed in an appropriate manner agreed by the University without defacing of the facilities of the University.

Collections/Meter Counts:

A representative of the University shall have daily, password protected FTP site access to sales data for audit and receipt verification.

Basis for Commissions:

The Contractor's electronic records after reconciliation to meter readings shall be used as the basis to compute commission payable to the University. The contractor shall install and maintain in operative condition non-reset item sale counters on all DVD Dispensing equipment. Exceptions shall be determined by the University.

Collection Statements:

Collection Statements shall show date, time, amount of transactions and totals of each as well as refund/credit date. Each period statement shall also include rentals by title.

Refunds:

Circumstances under which refunds may be made shall be determined by mutual agreement of the University Contract Coordinator and the contractor.

Payment:

All fees owed to Southeastern must be submitted on a monthly basis. Payments to be submitted to War Memorial Student Union, SLU 10290, Hammond, LA 70402 and must be received no later than the 10th day of the month following. Payment must be made by check.

If Contractor fails to make any payment that is due on the tenth of the month and becomes delinquent on payment, the Contractor shall pay in addition to the payment, interest on the amount due at the rate established pursuant to Civil Code Article 2924 (B) (1) per year, from the ninety-first (91) day after the due date. The right of the University to charge interest for late payment shall not be construed as a waiver of the University's right to receive payment within 90 days of the established due date.

Proposal Requirements:

The Vendor shall respond to information requested below:

- 1.0 Give description of design and installation requirements.
DVD KIOSK unit MUST be lobby front load, freestanding unit. Maximum space availability for the DVD KIOSK shall not exceed 60" in width, 60" in depth, and 96" in height.
- 2.0 Give sample(s) of statistic reports on use of DVD KIOSK that will be provided monthly to Southeastern Louisiana University. Reports will be required every month by the 10th day of the month following.

The Vendor shall retain ownership of the equipment at all times and shall be responsible for the adequate insurance thereof. DVD KIOSK will be placed in the designated location at the sole risk of the vendor and the university will in no way be liable for destruction or theft of the property of the vendor through vandalism or any other causes.

The University shall be responsible for the payment of all utilities (electric power and internet) related to the operation of the vending equipment.

The University reserves the right to require the vendor to replace any and all units, as in the University's opinion, which is considered unacceptable or unsafe for its students' use.

The Vendor agrees to allow the University to remove and/or secure any equipment during the contract term that may be in the best interest of the Vendor and/or the University.

The Vendor shall agree that if the DVD KIOSK is not removed from the University location upon termination of this contract, it may be removed and placed in storage by the University ten (10) calendar days after written notice. All costs for removal and storage shall be at the rate of \$20.00 dollars per day. Product and revenue loss shall be the responsibility of the Vendor.

Equipment Maintenance and Repair:

Equipment and supplies shall be maintained during the term of this agreement in a condition satisfactory to the University. The University shall not perform maintenance or repair on any equipment of the Vendor. The Vendor will be responsible for keeping the equipment clean and in working order. The Vendor shall adhere to the highest standards of cleanliness and sanitary practices. The University will conduct routine inspections. Vendor will be given written documentation of any machines the University feels does not meet University standard

and given thirty (30) days to bring them up to standard.

The Vendor shall conduct equipment maintenance and sanitation inspections on a regular basis.

The Vendor shall provide remedial maintenance service on the DVD KIOSK. Response time shall not exceed four (4) hours. The Vendor's repair personnel shall be responsible to contact the Director of the Student Union while on campus identifying all equipment serviced on that visit. The vendor shall provide the University a toll free number or accept long distance collect calls for required services. The University prefers e-mail or web-based communication links to report service issues.

The Vendor shall meet with the Director of the Student Union to discuss adjustments in equipment, operations, policies and products and shall cooperate at all time to maintain maximum efficiency and service to the University community at the discretion of the Director.

The Vendor shall distinguish employees by use of distinctive uniforms that readily identify the Vendor and employee by name. Vendor's personnel shall wear the uniforms at all times while on campus on the Vendor's behalf.

Vendor shall install equipment in designated location at his sole risk and hold the University harmless and in no way liable for destruction or theft of property or receipts of the unit through vandalism or any other cause.

Miscellaneous:

The DVD equipment shall accept multiple credit cards and debit cards.

The Vendor shall furnish new movies every Tuesday to the DVD KIOSK with the release of new DVDs. The Vendor will have multiple copies of new Blockbuster hits upon release. The University reserves the right to request additional titles that are not being supplied by the DVD KIOSK. Pornographic DVD's are not acceptable. The contractor is required to supply the University with a verification list of selections for rotation and their corresponding rankings at least two weeks prior to release into the kiosk.

The contractor shall comply with all Copyright Laws and pay all fees, royalties or other charges with regard to this service.

Late fees of rented movies shall not exceed a \$29.99 limit upon which the movie will then be considered bought by the individual who rented it.

The University shall provide Custodial services for areas adjacent to the DVD KIOSK. The Contractor shall clean and service the DVD KIOSK.

The Contractor is responsible for any and all cost associated with telephone services necessary for the operation of the DVD KIOSK service.

The Contractor is responsible for securing the DVD KIOSK to the wall.

The University shall not be held liable for any type of interruptions of service due to acts of nature or other

activities beyond its control.

The Contractor shall not represent itself as an agent of the University. This contract does not restrict the placement of other DVD KIOSKS in any other area on campus. This contract is to allow the placement in the War Memorial Student Union only.

Neither shall the Contractor subcontract any obligation contained in this agreement without prior written approval of the University.

SOUTHEASTERN LOUISIANA UNIVERSITY**PROPOSAL RESPONSE FORM**

PROPOSER'S NAME: _____

TELEPHONE NO.: _____ FAX NUMBER: _____

ADDRESS: _____
MAILING CITY STATE ZIP

Scope Of Service: Furnish DVD KIOSK

Service Location: Southeastern War Memorial Student Union

Contract Period: Commence April 1, 2010, and terminate July 31, 2011

I/we do hereby acknowledge receipt of the following addenda (if any):

No. _____ Dated _____ No. _____ Dated _____

I/we do hereby declare that I/we have carefully examined the proposal specifications and requirements, and having personally inspected the site, that I/we have a clear understanding of the said proposal documents. I/we do hereby propose to provide the necessary equipment, materials and labor. I/we do hereby agree to maintain and complete, in a thoroughly professional manner, the proposed service for the monthly rental fee and transactions fees stated hereinafter.

THE FOLLOWING SHALL BE QUOTED AT THE MINIMUM STATED FOR CONSIDERATION OF AWARD:

Price of DVD Rental = \$ _____ 50 Points

Price of Game Rental (if included) = \$ _____

Monthly Percentage of GROSS Income = _____ % 50 Points

There shall be a minimum of 10% of generated gross income paid to the War Memorial Student Union.

SIGNATURE CONSTITUTES ACCEPTANCE: Signature to the proposal response form shall be construed as acceptance of the RFP in its entirety.

AUTHORIZED OFFICER: _____
(Signature) (Print or Type Name)

TITLE: _____ DATE: _____

NOTE: If the Proposer is a corporation, the individual signing this Proposal Response Form to provide, and be included with the Proposal, legal evidence of his/her authority to sign on behalf of the corporation.

PROPOSAL RESPONSE FORM CONTINUED

This form is to be completed in its entirety and submitted with the proposal response form(s). Failure to complete or return the form with the other proposal response form(s) may cause rejection of proposal without further consideration.

ANY SERVICE AGREEMENT REQUIRED BY A PROPOSER MUST BE SUBMITTED WITH THE PROPOSAL RESPONSE FORM.

INSURANCE INFORMATION TO BE PROVIDED BY PROPOSER

Proposer is to list the name and address (street/city/state/zip) of the Louisiana licensed insurance company that is intended to be used to furnish the required minimum levels of insurance coverage if selected the successful Proposer.

WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY STATUTORY MINIMUM COVERAGE

Name of Insurer: _____
(Not the Agent Company)

Insurer's Address: _____

Check Insurer's A.M. Best Rating: ☐ A Level / ☐ B, C, D, E, F Level

Check Best Financial Size Category Rating: ☐ VI or Greater; ☐ V or Less

If Not A.M. Best Rated - State Type of Insurer: _____

Agent Company: _____ Telephone No: _____

COMMERCIAL GENERAL LIABILITY \$1,000,000 MINIMUM COVERAGE

Name of Insurer: _____
(Not the Agent Company)

Insurer's Address: _____

Check Insurer's A.M. Best Rating: ☐ A Level / ☐ B, C, D, E, F Level

Check Best Financial Size Category Rating: ☐ VI or Greater; ☐ V or Less

Agent Company: _____ Telephone No: _____